

RH 11/17/60

Certification Files

October 14, 1960

S. H. 11/17/60
D. N. Magleby, Geological Engineer
Flagstaff Section, Grants Branch, PED

ADDENDUM TO FINAL EXAMINATION, A & B NO. 7, CAMERON LOCALITY, LITTLE
COLORADO DISTRICT CERTIFICATION NUMBER C-477.

PGR:DNM:pt

The last recurring visit was made to subject property by Hansen on June 18, 1957. Later attempts at making recurring visits were not successful because the property could not be located from the directions given in the certification report.

The A & B No. 7 property was located by the writer on October 7, 1960 with the aid of the Moa Ave SW quadrangle. The property was idle and appeared abandoned. The access road was in need of repair. The workings consisted of two pits adjacent to petrified logs. The pits, 3' x 25' x 4' deep, are on the south facing bluff of an iron stained and bleached Shinarump outcrop. A road log to the property is as follows:

Accumulative mileages from mile post 478 about 12 miles north of Cameron, Arizona on U. S. Highway 89.

- 0.0 Mile post 478, proceed south on U. S. 89.
- 0.4 Turn right (west) onto dirt road. Bear right on this dirt road just after leaving paved road.
- 2.2 Take right fork.
- 3.2 Take left fork.
- 3.8 Take right fork onto a bulldozed road.
- 4.3 Arrive at mine.

No bonus payments have been made on this property.

cc: R. H. Toole

RMJ
4/28/60

FORM GJ-PD-2

FINAL EXAMINATION

RECURRING VISITS TO CERTIFIED PROPERTIES

Group Name A & B No. 7 Certification No. C-477

Location Coconino Arizona District Little Colorado
(County) (State)

Date of Visit April 11, 1960 Examining Engineer W. L. Chenoweth

Eligible Balance from last IBM Sheet: 10,000 pounds on April 1, 1960.

Remarks: (Should include anything of interest about the property covering briefly such things as changes in ownership, present production, etc.)

Mining permit assigned to A & B Mining Company expired May 16, 1956. /
Property has been abandoned since that time. Property can no longer
be located or identified.

No bonus payments have been made on this property.

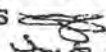
Have you seen anything to lead you to suspect fraudulent collection of bonus?

 Yes y No

If the answer is yes - explain.

Distribution:

Development Section

Branch offices 

FINAL VISIT

RTJ 9/28/59

FORM GJ-PD-2

RECURRING VISITS TO CERTIFIED PROPERTIES

Group Name A & B No. 7 Certification No. C-477

Location Coconino Arizona District Little Colorado
(County) (State)

Date of Visit September 16, 1959 Examining Engineer W. L. Chenoweth

Eligible Balance from last IBM Sheet: August 31, 1959 10,000 pounds
No change since previous visit by Siapno on 11-19-58.

Remarks: (Should include anything of interest about the property covering
briefly such things as changes in ownership, present production,
etc.)

Property can no longer be located or identified.

Have you seen anything to lead you to suspect fraudulent collection of bonus?

Yes X No

If the answer is yes - explain.

Distribution:

Development Section

Branch Offices

A & B No. 7

C-477

Coconino Arizona

Little Colorado

11/18/58 ; 11/19/58

W. D. Siapno

No change from previous visit 6/18/57. 10,000 pounds on October 31, 1958

Property can no longer be identified.

X

J. M. R.

C-477 A & B No. 7
Visited: 6/18/57

Little Colorado Dist.
Engineer: Hansen

No evidence of any recent activity. Road had not been used for a long time. About 20 tons of material had been stockpiled from the halo around a very large log. The logs themselves did not appear to be mineralized. No evidence of fraud. Bonus balance as of 6/1/57: 10,000 pounds. Certification may be considered for revocation.

Charles A. Rasor, Chief, Development Branch
Mining Division, GJ

August 13, 1954

G. C. Ritter, Mining Engineer
Mining Division, GJ

CERTIFICATION OF THE A & B NO. 7, COCONINO COUNTY, ARIZONA

Symbol: MD:GCR

Abstract:

A tract of about eighty-two acres located on an unsurveyed portion of the Navajo Indian Reservation, Coconino County, Arizona.

The property is held under mining permit by Paul and Margaret Huskie. They have assigned mining rights to the A & B Mining Corporation, Cameron, Arizona.

The property has not produced commercial ore through June of 1954, although they did ship approximately twenty-five tons of "no pay" ore in June 1954.

This application for bonus certification is recommended to be approved.

Introduction:

An application for certification of the A & B No. 7 claim was received in Grand Junction on May 3, 1954, from Ike I. Arnn on behalf of the A & B Mining Corporation, Cameron, Arizona.

The property was examined May 26, 1954, in company with the applicant.

Correspondence in the files relates to maps that the operators furnished this office.

Status of the Land:

This property is in an unsurveyed portion of the Navajo Indian Reservation. It is in the Little Colorado District, Coconino County, Arizona.

By projecting section lines on a base map, it would appear that the tract lies in sections 20 and 21, T. 31 N., R. 9 E., G&SR D&M.

At the time the property was examined there was no road to the claim. The southeast corner of the claim is approximately 3 miles west of milepost 479 on U. S. Highway 89. This milepost is approximately 12 miles north of the bridge across the Little Colorado River at Cameron, Arizona.

OFFICE ▶	MD	MD				
SURNAME ▶	GR Ritter, lm	Toren				
DATE ▶	8/13/54	8/13/54				

The operators have submitted a map of the claim that is included in this report. The claim is tied to milepost 479 on U. S. Highway 89. The corners are monumented with substantial rock cairns.

Ownership:

This property consists of one claim of approximately eighty-two acres.

The A & B No. 7 is included in Mining Permit No. 97 issued to Paul Huskie, a Navajo Indian, by the Navajo Tribal Council on January 18, 1954.

Paul Huskie and his wife Margaret Huskie, assigned mining rights to this property to the A & B Mining Corporation on February 16, 1954. The mining permit and assignment are in effect for two years from January 18, 1954.

The A & B No. 3 claim is also included in the above mentioned permit and assignment. This claim lies approximately 13 miles southeast of the A & B No. 7. The A & B No. 3 is certified and has been assigned certification number D.U.P.C6-C-440.

The applicant for certification holds mining rights to the property.

No conflicts were noted. The nearest property operated by the A & B Mining Corporation is approximately $3\frac{1}{2}$ miles northeast of this claim.

A copy of Mining Permit No. 97 and the assignment of mining rights to the A & B Mining Corporation is included with this report.

Production:

Finance Division lists no production from this claim during the period April 9, 1948, to February 28, 1951, inclusive.

The property is eligible for bonus payment certification for 10,000 pounds of U_3O_8 .

Recommendations:

The A & B No. 7 claim is recommended to be certified as a unit of mining property.

A shipment of approximately 25 tons from this claim during the month of June 1954, was below the acceptable minimum at the Anaconda Copper Mining Company mill at Grants, New Mexico. More careful mining will doubtless produce ore of commercial grade.

The claim appears to be located in sections 20 and 21, T. 31 N., R. 9 E., G&SR B&M, Coconino County, Arizona.

August 13, 1954

A metes and bounds description of the ground involved is as follows:

Monument No. 1 of A & B No. 7 is located by azimuths of: $18^{\circ} 25'$ to Tuba Butte, $54^{\circ} 15'$ to Tuba City, Arizona, $184^{\circ} 50'$ to Humphries Peak, $182^{\circ} 05'$ to Shadow Mountain and $S 89^{\circ} E$, 15,675 feet to milepost 479 on U. S. Highway 89; thence $N 24^{\circ} E$, 1000 feet to corner No. 2; thence $N 66^{\circ} W$, 3600 feet to corner No. 3; thence $S 24^{\circ} W$, 1000 feet to corner No. 4; thence $S 66^{\circ} E$, 3600 feet to the point of beginning.

If the distance between the A & B No. 3 (previously certified as D.U.P.C6-C-440) and the A & B No. 7 were not so great ($13\frac{1}{2}$ miles) the examining engineer would recommend that the two properties be combined into one certification. There are other operating properties between these two claims that are operated by other companies; therefore, the examining engineer's recommendation is for separate certifications.

cc: E. R. Gordon

Name of Claim A & B No. 7

Formation Shinarump

Predominate Ore Mineral Type Carnotite

Vanadium Low

Lime Low

Mining Classification B

Metallurgical Classification A

Accessibility C

How Located AEC Airborne Reconnaissance

How Developed Stripping

Drilling Depth Maximum 20'

Average Thickness of Ore _____

Tonnage Estimate _____

Type of Operation Stripping

Type of Loading and Hauling Doxer, wheelbarrow and shovel

Type of Mechanical Equipment Bulldozer, compressor and jackhammer

Number of Men Employed 4 - 6

Average Monthly Production _____

Number of Months Able to Operate 12

Private Drilling: Footage None

Type None

Reserves Developed None

Operating Remarks Property undeveloped at time of examination.

MD:TT

August 19, 1954

"RETURN TO MINING DIVISION"

A & B Mining Company
General Delivery
Cameron, Arizona

Re: CERTIFICATION OF A & B NO. 7, COCONINO COUNTY, ARIZONA
B-767

Gentlemen:

Your application for certification of your mining property has been examined by our engineers.

The property as certified consists of the following lands as listed in our engineer's report; namely:

A & B No. 7 - A metes and bounds description of the ground involved is as follows: Monument No. 1 of A & B No. 7 is located by azimuths of: 18° 25' to Tuba Butte, 54° 15' to Tuba City, Arizona, 184° 50' to Humphries Peak, 182° 05' to Shadow Mountain and S 89° E, 15,675 feet to milepost 479 on U. S. Highway 89; thence N 24° E, 1000 feet to corner No. 2; thence N 66° W, 3600 feet to corner No. 3; thence S 24° W, 1000 feet to corner No. 4; thence S 66° E, 3600 feet to the point of beginning.

The above lands lie in the Little Colorado Mining District, Navajo Indian Reservation, Coconino County, Arizona, in what by projection appears to be unsurveyed sections 20 & 21, T. 31 N., R. 9 E., G&SR B&M.

The certification number you will use in making application for bonus payment is D.U.P.C6-C-477. Several copies of an Application for Bonus Payment form are enclosed for listing each month's production since March 1, 1951.

As there have been no pounds of U₃O₈ produced between April 9, 1948, and February 28, 1951, inclusive, 10,000 pounds of U₃O₈ are eligible for bonus payments when contained in ores mined from this property and delivered to a qualified mill or Commission ore buying station between March 1, 1951, and February 28, 1957, inclusive.

Very truly yours,

cc: D. B. Hutto
cc: G. Warren Spaulding
P. O. Box 1260

OFFICE ▶	Gallup, New Mexico	MD	MD	MD
SURNAME ▶	Enclosures:	Elton A. Youngberg	John/Im Toole	Youngberg
DATE ▶	AEC-300 (3 sets)	Mining Division	8/19/54	8/19/54

Charles A. Rasor, Chief, Development Branch,
Mining Division, GJ00
John X. Combo, Attorney, Office of Counsel, GJ00

August 17, 1954

CERTIFICATION OF THE A & B NO. 7, COCONINO COUNTY, ARIZONA

SYMBOL: OC:JXC

On the basis of the engineer's report of August 13, 1954, there appears to be no legal objection to certification of this property.

CCF D. F. Pelan

OFFICE ▶	OC					
SURNAME ▶	Combo:ls					
DATE ▶	8/17/54					

A and B Mining Corporation

Cameron, Arizona

August 16, 1954

Atomic Energy Commission
Grand Junction, Colorado

Mr. Razor

Dear Sir:

Sometime ago Mr. Ritter made a reconnaissance of A & B #5 ✓
and A & B #7 mining claims. We were informed if we sent in a
plot plan on these claims that you would proceed to certify
them. We have sent in the plot plan some 3 weeks ago and as
yet haven't received the certificates of certification.

We have a bonus due on these properties and would appreciate
your immediate attention concerning this matter.

Sincerely yours,



IKE I. ARNN
President

A and B Mining Corporation

Cameron, Arizona

July 29, 1954

*1
2/24*


Mr. Robert W. Scott, Chief
Accounting Branch
Finance Division
Atomic Energy Commission
Grand Junction, Colorado


Dear Sir:

This is to authorize you to send all correspondence
and all checks to A & B Mining Corporation, P. O. Box 400,
Flagstaff, Arizona.

The corporation has established an office at 2 E. Aspen,
Flagstaff, Arizona.

VLS:p
#74


W. E. Colby, V. President


V. L. Schmidt, Secretary

A and B Mining Corporation

Cameron, Arizona

July 19, 1954

Ref. MD:GCR

Charles A. Rasor
Development Branch
Mining Division

Dear Sir:

Please find enclosed Location Maps for A & B Nos. 5 and 7 mining claims. We hope these maps will complete the requirements for Certification of A & B Nos. 5 & 7.

Thank you very much for your kind attention.

Very truly yours,

A handwritten signature in cursive script, reading "Ike I. Arnn", followed by a small handwritten note "by Jfe 5".

Ike I. Arnn
A & B Mining Corporation

APPLICATION FOR CERTIFICATION OF MINING PROPERTY—Continued

5. Ore accepted by commission ore-buying stations or qualified uranium mills (or any other uranium ore processing plants) from property between April 9, 1948 and February 28, 1951 inclusive:

[illegible]

I certify to the best of my knowledge that (1) the statements in this application are true and that (2) the total quantity of uranium oxide as contained in ore accepted by commission ore-buying stations or qualified uranium mills (or any other uranium ore processing plants) from the above described property between April 9, 1948 and February 28, 1951 inclusive, is less than 10,000 pounds.

A and B Mining Corp.

April 26, 1954
(Date)

President

(Signature of applicant)

Misrepresentations or false statements in the application may subject the applicant to criminal penalties, under provisions of the United States Code including section 1001 of title 18. Any such offense may also disqualify the offender from receiving bonus payments.

(When completed mail to U. S. Atomic Energy Commission, Colorado Raw Materials Office, P. O. Box 270, Grand Junction, Colo.)

Applicant's name and ATO license number, name of mining
property (Item 1), and data listed under Item 3 are in
accordance with CRMO Finance Branch records, except:

1. There is a record of License No. P-1616 issued to A & B Mining Corp.
for 10 properties in Mining District 3, Coconino County.
2. There is no record of production between April 9, 1948 thru Feb. 28, 1951.


D. B. Hutto, Auditor

Application # 767

According to FINANCE DIVISION
Thru June 1954 only 24.99 tons of
"No Pay" ore were shipped from A+B
No. 7.

G.C.R

A+B No. 3 Certified C.

included in same mining permit as
A+B No. 7.



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
Navajo Agency
Window Rock, Arizona

April 20, 1954

U. S. Atomic Energy Commission
Grand Junction Operations Office
Division of Raw Materials
PO Box 270
Grand Junction, Colorado

Dear Sir:

Attached hereto are copies of Navajo mining permits
No. 97 and 98, with the assignments to A & B Mining Corporation
as per your request in letter of April 13, 1954.

Very truly yours,

M. D. Long
M. D. Long, Chief,
Branch of Realty

Enclosure:

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
WINDOW ROCK AREA OFFICE
WINDOW ROCK, ARIZONA

Permit No. 97

MINING PERMIT--NAVAJO TRIBAL LANDS

Pursuant to authority granted by the Advisory Committee of the Navajo Tribal Council by Resolution No. ACS-80-51 dated September 19, 1951, as amended by Resolution ACF-4-52 dated February 12, 1952 and ACM-5-52 dated March 11, 1952, permission is hereby granted to:

Mr. Paul Huskie

Census No. 77176, a Navajo Indian, of Cameron

Arizona, to prospect for, mine and remove minerals from tribal lands of the Navajo Indian Reservation, in the County of

Cocconino, State of Arizona

and described as follows:

Location Number 3 - A. E. C. Anomaly No. 31, 60 acres, more or less, Monument No. 1 located 46 degrees to Cameron Airport Hanger, 61 degrees 30 ft. to SW steel pair of Cameron Bridge, 332 degrees to Shadow Mountain, and 217 degrees to barn and corral. Monument number 2, SE corner, 1500 ft. from No. 1. Monument No. 3, NE corner, 1800 ft. from No. 2. No. 4 Monument, NW corner, 1500 ft. from No. 3.

Location No. 7, 80 acres, more or less, Monument No. 1 located 18 degrees 25 ft. to Tuba Butte, 54 degrees 15 ft. to Tuba City, 184 degrees 50 ft. to Humphries Peak, and 182 degrees 5 ft. to Shadow Mountain. Monument No. 2, SE corner 1000 ft. from No. 1. Monument No. 3, NE corner 3600 ft. from No. 2. Monument No. 4, NW corner, 1000 ft. from No. 3.

for the full term of two years from date of approval hereof, for the sole purpose of prospecting for and mining of minerals as follows:

Uranium bearing ores

The Permittee to occupy so much of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, mining, storing, and removing such minerals, and to construct such access roads as are necessary, in proper development of the property.

PROVIDED, however, that any Navajo who conducts development operations under a permit may at his option apply for a lease before the expiration of the two year period, or at the expiration of the two year period he may apply for an extension of his permit for an additional two year term, and the Advisory Committee may approve any such application if in its opinion the applicant has worked and is continuing to work in good faith in the development of the mining operation.

1. In consideration of the foregoing, the Permittee hereby agrees:

- (a) Royalties: The royalties payable to the Navajo Tribe on all permits and leases issued under the provisions hereof shall be as follows:

Percentage Royalty Schedule

<u>Mine Value Per Dry Ton</u>	<u>Royalty Percentage of Mine Value Per Dry Ton</u>
\$ 0.01 to \$ 10.01	10%
\$ 10.01 to \$ 20.01	11%
\$ 20.01 to \$ 30.01	12%
\$ 30.01 to \$ 40.01	13%
\$ 40.01 to \$ 50.01	14%
\$ 50.01 to \$ 60.01	15%
\$ 60.01 to \$ 70.01	16%
\$ 70.01 to \$ 80.01	17%
\$ 80.01 to \$ 90.01	18%
\$ 90.01 to \$100.01	19%
\$100.01 or more.	20%

"MINE VALUE PER DRY TON", wherever used herein is hereby defined as the dollar value per dry ton of crude ores at the mine as paid for by the Atomic Energy Commission or other government authorized agency before allowance for transportation and development; however, if the government at any time hereafter does not establish and pay for said ores on a fixed or scheduled dollar value per dry ton of crude ores at the mine, or said ores contain saleable minerals, some, or all, of which are disposed of to a custom treatment plant or smelter for treatment and sale, then mine value per dry ton shall be the gross value per dry ton of said crude ore as paid for by the Atomic Energy Commission or other Government authorized agency mill or other buyer, less any allowances or reimbursements for the following specific items: (1) transportation of ores; (2) allowances for exploration for, or development of ores; and (3) treatment or beneficiation of ores; which specific items shall in such event be deducted from the gross sales price received from the metal content of said ores by the seller before said percentage royalty is calculated and paid. Such payments shall be made on or before the fifteenth (15th) day of the month next following receipt by Lessee of payment for said ores together with a statement of the mine value of said ores and the amount of royalty due on each lot shipped and sold.

Whenever minerals or other products are recovered which are not included in determining mine value per dry ton as defined herein there shall be paid to the Tribe for such minerals or other products, a royalty of ten (10) per cent of the gross value of such products.

BONUSES: There shall be paid, as additional royalty, 10% of any bonus paid by the United States Atomic Energy Commission for the production of ore and particularly, bonuses for the initial production of uranium ore from said lease. This provision shall not be limited to bonuses for initial production but shall apply to any and all bonuses paid for the production of ore.

PAYMENT OF ROYALTIES: Remittances for tribal royalties are to be made payable to the Treasurer of the United States and mailed to Window Rock, Arizona, for deposit to Navajo Tribal Funds.

(b) DILIGENCE, PREVENTION OF WASTE. To exercise diligence in the conduct of prospecting and mining operations; to carry on development and operations in a workmanlike manner and to the fullest possible extent; to commit no waste on the said land and to suffer none to be committed upon the portion in his occupancy; to comply with all the requirements of the

laws of the State in which the land is located; to take appropriate steps for the preservation of the property and the health and safety of workmen; promptly to surrender and return the premises upon the termination of this permit to whomsoever shall be lawfully entitled thereto, in as good condition as received, excepting for the ordinary wear and tear and unavoidable accidents in their proper use; all buildings and improvements shall remain the property of the permittee and may be removed at any time prior to 60 days after the termination of the permit by forfeiture or otherwise, provided, the payments agreed upon by this permit have been made and the permit terms and regulations applicable thereto have been fully complied with, but not otherwise; not to permit any nuisance to be maintained on the premises under permittee's control, nor allow intoxicating liquors to be sold or given away for any purpose on such premises; and not to use such premises for any other purposes than those authorized in this permit.

(c) **DEVELOPMENT.** The land described herein shall not be held by the permittee for speculative purposes, but in good faith for mining the minerals specified; and the failure by the permittee in the diligent development and continued operation of the mine or mines, except when operations may be interrupted by strikes, the elements, or casualties not attributable to the permittee, shall be held as a want of compliance with the purposes of this permit and shall render it subject to revocation at the discretion of the Area Director; provided, that whenever the Area Director shall consider the marketing facilities inadequate or the economic conditions unsatisfactory, he may authorize the suspension of operations for such time as he may deem advisable. On mining permits operated exclusively by Navajos there shall be expended by the permittee the equivalent of \$5.00 per acre per year in actual mining development. Such development shall consist of road building, prospecting or drilling and mining operations. Where assignments or other agreements are made to non-Indians the development requirement shall be \$10.00 per acre per year. Certified reports shall be submitted to the Window Rock Area Office regarding development expenditures within ten days after the yearly anniversary date of the contracts.

(d) **MONTHLY STATEMENTS.** To keep an accurate account of all mining operations, showing the sales, prices, dates, purchasers, and the whole amount of minerals mined, the amount removed, and the gross receipts derived therefrom, and to furnish the Area Director sworn monthly reports thereon not later than the 25th of the succeeding month; and all sums due as royalty shall be a lien on all implements, tools, removable machinery, and all other personal chattels used in operations upon said property, and upon all of the unsold minerals obtained from the land herein, as security for payment of said sums.

(e) **REGULATIONS.** To abide by and conform to any and all regulations of the Secretary of the Interior now or hereafter in force relative to such permits; provided, that no regulations hereafter approved shall effect a change in rate of royalty, or the term of this permit, without written consent of the parties of this permit.

(f) **ASSIGNMENT OF PERMIT.** Not to assign this permit or any interest therein by an operating agreement or otherwise nor to sublet any portion of the premises without approval of the Advisory Committee and the Secretary of the Interior, or his authorized representative.

OVER-RIDING ROYALTIES: Subject to approval provided for in section (f) of this permit, assignments, operating agreements, and sub-contracts may, in addition to other considerations, provide for the retention by and payment to the assignor in an assignment, or the grantor in a sub-contract or operating agreement, or a royalty on all ore produced and sold from the premises (commonly known as an over-riding royalty) of not to exceed the following percentage based on the mine value per dry ton of ore as defined on pages one and two of this permit, to-wit:

1. On ore having a mine value per dry ton of \$30.00 or less, 2% of the mine value per dry ton.
2. On ore having a mine value per dry ton of more than \$30.00 and not more than \$60.00, 3% of the mine value per dry ton.
3. On ore having a mine value per dry ton of more than \$60.00 and not more than \$80.00, 4% of the mine value per dry ton.
4. On ore having a mine value per dry ton of more than \$80.00, 5% of the mine value per dry ton.

If two or more parties are the assignors or grantors, the royalty may be divided on such basis as said assignors or grantors may agree upon; provided, however, that the Advisory Committee of the Navajo Tribal Council may at any time after five (5) years from the date of the first sale of uranium ore produced from said property (as evidenced by records of the processing mill or other buyer) reduce the percentage of royalty retained by the assignor or grantor or entirely eliminate the same if the Advisory Committee shall determine that such royalty payments so retained are so burdensome as to make the future operation of the mines on said lease impracticable or unprofitable, it being the intent hereof that the Advisory Committee shall at such time take such action as will serve the best interest of the Navajo Tribe in assuring the continuous operation of the uranium mining industry on the Navajo Reservation.

(g) **RENTAL.** Where permits or leases are assigned or interests are otherwise acquired by non-Indians an advance annual rental of \$1.00 per acre is required and no credit shall be allowed therefor on any future production royalties.

(h) **BOND:** All non-Indian contracts shall require a surety bond to insure performance of the terms of the contract. The amount of bond to conform to Departmental Mining Regulations.

2. **INSPECTION.** The permitted premises and producing operations, improvements, machinery and fixtures thereon and connected therewith shall be open at all times for inspection by the Area Director or his authorized representative.

3. **SURRENDER AND TERMINATION.** The permittee shall have the right at any time during the term hereof to surrender and terminate this permit or any part thereof upon the payment of all royalties due the Navajo Tribe, and any other obligations that may be due the Navajo Tribe; provided, that the permittee has complied with all instructions regarding conservation and protection of the property.

4. CANCELLATION AND FORFEITURE. When, in the opinion of the Area Director, there has been a violation of any of the terms and conditions of this permit, the Area Director shall have the right at any time after 30 days notice to the permittee, specifying the terms and conditions violated, and after a hearing, if the permittee shall so request within 30 days of receipt of notice, to declare this permit null and void, and if any royalties or other obligations are due the Navajo Tribe, to take appropriate action to see that such obligations are fulfilled.

5. MINES TRIBUTARY TO URANIUM PROCESSING MILL AT SHIPROCK, NEW MEXICO. Permittee or Lessee and any assignee of the Permittee or Lessee shall tender all uranium ores produced by them from mines tributary to the mill of the Navajo Uranium Company at Shiprock, New Mexico, to the Navajo Uranium Company for purchase at such price or prices as may be established or approved by the U. S. Atomic Energy Commission, including allowances for transportation and development work, provided, that when there has been purchased for the use of said mill or stock-pile according to the provisions of said lease, a quantity of ore sufficient to supply said mill with its normal ore requirements, the Navajo Uranium Company shall notify each permittee or lessee that the provisions of this paragraph are waived until further notice. The provisions of this paragraph shall not remain in force and effect for a period of more than five (5) years from the date of the approval by the Secretary of the Interior of the lease to the Navajo Uranium Company for the millsite at Shiprock, New Mexico.

Approval Recommended

Date 1-7-54

Sain Ahkash
Chairman, Navajo Tribal Council

Adolph Maloney
Vice-Chairman, Navajo Tribal Council

I hereby accept the foregoing permit and agree to abide by all its terms and conditions.

Paul Huskin
(Permittee)

(Permittee)

Approved: 1-18-54
(Date)

Keenan Cramer
Area Director

ASSIGNMENT OF TRIBAL MINING PERMIT

THIS INDENTURE made and entered into by and between Paul Huskie and Margaret Huskie, his wife of Cameron, Arizona, hereinafter sometimes called "Assignor," parties of the first part and the A & B Mining Company, a corporation organised under the laws of the State of Arizona, whose main office is located at Cameron, Arizona, hereinafter sometimes called the "Assignee", party of the second part.

W I T N E S S E T H

WHEREAS, the said Paul Huskie, a Navajo Indian, is the approved holder of that certain Navajo Tribal Mining Permit No. 97 bearing date the 18 day of January, 1954, covering that/those certain mining claim(s) known as A & B Mining Company No. 3 and A & B Mining Co. No. 7, located in District No. 3 in the Navajo Reservation and in the County of Coconino, State of Arizona.

NOW, THEREFORE, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept and performed by the party of the second part, the said Paul Huskie and Margaret Huskie, his wife, have sold, transferred, set over and assigned and by these presents do sell, transfer, set over and assign to the Assignee, his heirs, successors and assigns, all of the Assignor's right, title, interest and claim in and to the aforesaid Mining Permit and any renewal thereof, and any lease which may be granted, based upon said Permit, in and to the following described/covered thereby, ^{land} to-wit:

Location Number 3 - A. B. C. Anomaly No. 31, 60 acres, more or less, Monument No. 1 located 46° to Cameron Airport Hanger, $61^{\circ} 30'$ to Southwest steel pair of Cameron Bridge, 332° to Shadow Mountain, and 217° to barn and corral. Monument number 2, Southeast corner, 1500 feet from number 1. Monument No. 3, Northeast corner, 1800 feet from No. 2. Number 4 Monument, Northwest corner, 1500 feet from No. 3.

Location Number 7, 80 acres, more or less, Monument No. 1 located $18^{\circ} 25'$ to Tuba Butte, $54^{\circ} 15'$ to Tuba City, $184^{\circ} 50'$ to Humphries Peak, and $182^{\circ} 5'$ to Shadow Mountain. Monument No. 2, Southeast corner 1000 feet from Number 1. Monument No. 3, Northeast corner 3600 feet from No. 2. Monument No. 4, Northwest corner, 1000 feet from No. 3.

1. The Navajo Tribe shall be held to the Navajo Tribal Council, and the Secretary of the Interior or his authorized representative, and is to become effective only from the date of such approval.

2. The Navajo Tribe shall be held to the Navajo Tribal Council, and the Secretary of the Interior or his authorized representative, and is to become effective only from the date of such approval.

3. The Navajo Tribe shall be held to the Navajo Tribal Council, and the Secretary of the Interior or his authorized representative, and is to become effective only from the date of such approval.

4. The Navajo Tribe shall be held to the Navajo Tribal Council, and the Secretary of the Interior or his authorized representative, and is to become effective only from the date of such approval.

5. The Navajo Tribe shall be held to the Navajo Tribal Council, and the Secretary of the Interior or his authorized representative, and is to become effective only from the date of such approval.

6. The Navajo Tribe shall be held to the Navajo Tribal Council, and the Secretary of the Interior or his authorized representative, and is to become effective only from the date of such approval.

7. The Navajo Tribe shall be held to the Navajo Tribal Council, and the Secretary of the Interior or his authorized representative, and is to become effective only from the date of such approval.

8. The Navajo Tribe shall be held to the Navajo Tribal Council, and the Secretary of the Interior or his authorized representative, and is to become effective only from the date of such approval.

9. The Navajo Tribe shall be held to the Navajo Tribal Council, and the Secretary of the Interior or his authorized representative, and is to become effective only from the date of such approval.

This assignment shall be subject to prior approval by the Advisory Committee of the Navajo Tribal Council and the Secretary of the Interior or his authorized representative, and is to become effective only from the date of such approval.

In further consideration hereof, it is mutually agreed as follows:

1. The Assignee assumes and agrees to perform all obligations to the Navajo Tribe insofar as said described land is affected and to do and perform all such things and acts as are required by said Mining Permit as to the above described land, to the same extent and in the same manner as if the provisions of said Mining Permit were fully set out herein; and, without limiting in any manner the duties and obli-

a) Pay or cause to be paid to the Navajo Tribe any and all royalties and/or bonuses at the times and in the amounts or percentages set forth and required by the terms of said Permit and paragraph four of Advisory Committee Resolution No. ACS-80-51 and Amendment No. ACM-5-52 for and on account of any and all ore mined, produced and sold from the premises.

b) Commence mining operations under said Permit and produce and sell ore from said premises within six (6) months from the date of approval of this assignment as hereinbefore provided.

c) Operate any mine opened or developed on the premises in a good and workmanlike manner, and in accordance with applicable mining laws, rules and regulations, and to leave any such mine timbered in the event of the abandonment thereof.

d) Comply with the rules and regulations of the Navajo Tribe, and Advisory Committee and/or the Secretary of the Interior governing the cutting of timber from any land under the jurisdiction of said authorities, or either of them, before cutting or using any such timber for mining operations and to pay for any such timber at the rate or price provided by said rules and regulations.

e) Comply with all and singular the terms of said Permit as to said premises and mining operations thereon, and to do and perform annually actual mining development work required in connection therewith at an expenditure of not less than the minimum requirements provided by Advisory Committee Resolution No. ACS-80-51 and the terms of said Permit, and to pay or cause to be paid to the Navajo Tribe any and all advance annual rentals to become due and payable thereunder for the lands covered hereby, and to furnish any required surety bond in an amount to conform to Departmental Mining Regulations to insure the full performance of the terms of said Permit, and to save harmless the Assignor, his or their heirs, administrators, executors or assigns, for or on account of any liability arising or to arise under said Permit or any public laws or decisions of courts, national, state or local, in connection with said premises and/or mining operations conducted thereon by Assignee.

It being made a further condition hereof that this assignment shall become void in the event:

f) That the Assignee shall fail, refuse or neglect to comply with the provisions of sub-paragraph (b) hereinabove set forth without justifiable reason therefor satisfactory to the Advisory Committee and the Area Director at a hearing upon order to show cause thereon, such decision to be binding on the parties subject to any right of appeal by either party to the Secretary of the Interior or his authorized representative as may be allowed by the rules of the Secretary.

g) That it is shown to the satisfaction of the Advisory Committee and the Area Director at a hearing upon order to show cause that the Assignee knowingly and intentionally has directly or indirectly contravened the prohibition of paragraph three of Advisory Committee Resolution No. ACS-80-51 relative to acreage limitation for mining permits and leases, such decision to be binding subject to any right of appeal as may be allowed by the rules of the Secretary of the Interior.

2. The Assignee agrees to pay or cause to be paid to the Assignor an over-riding royalty of not less than two (2%) per cent or more than five (5%) per cent on all ores produced and sold from the premises, based upon and in accordance with the schedule for determining percentage of over-riding royalty set forth in Advisory Committee Resolution No. ACS-80-51 and to pay or cause to be paid to Assignor an over-riding royalty on all ores or other products produced and sold from said premises which are not included in determining mine value per dry ton as defined in said Resolution No. ACS-80-51 at the following rates:

1. 2% of the gross value of ore having a gross ton value of \$30.00 or less.
2. 3% of the gross value of ore having a gross ton value of more than \$30.00 and not more than \$60.00.
3. 4% of the gross value of ore having a gross ton value of more than \$60.00 and not more than \$80.00.
4. 5% of the gross value of ore having a gross ton value of more than \$80.00.

Assignee further agrees to pay or cause to be paid to the Assignor as Additional over-riding royalty 3 (%) per cent of any bonus paid by the United States Atomic Energy Commission for the production of uranium ore from said premises; provided, however, that this clause shall not be effective and such additional royalty shall not accrue or be payable unless the amount of the percentage thereof is written and inserted in the space hereinabove in this clause provided for. Unless otherwise agreed upon in writing all over-riding royalty shall be paid to the said Paul Huskie.

3. At the option to the Assignee and prior to the expiration of said Permit, Assignor agrees to make application for renewal thereof and/or during the primary or renewed term thereof to make application to convert said Permit to a ten year mining lease covering all or any portion of said land at the election of the Assignee, and to make, execute, and deliver to the Assignee an assignment thereof; provided, that any such application, renewal, and/or lease and assignment shall be subject to the prior approval of the Advisory Committee and the Secretary of the Interior or his authorized representative, and shall provide for and be subject to each, all and singular the terms hereof and to the provision for payment by the Assignee to the Assignor of an over-riding royalty the same as in paragraph two hereinabove set forth.

4. Assignee agrees to give the said Paul Huskie preference for employment in mining operations on said mining claim ~~master~~ during the continuance of said Mining Permit and this assignment, any renewal thereof, and any lease based thereon, at the prevailing wage rates, and to employ available Navajo Indians in connection with said mining operations at prevailing wage rates in all positions for which, in the opinion of Assignee, they are qualified.

5. It is agreed that the Assignee shall succeed to all the rights, benefits, and privileges granted the Assignor by the terms of said Mining Permit, any renewal thereof, and any lease which may be granted, based upon said Permit, as to the land covered hereby, subject, nevertheless, to the terms and provision of this assignment; and that this assignment includes the entire agreement between the parties, and shall extend to and be binding upon the heirs, devisees, legatees, administrators, executors, trustees and assigns of each of the parties hereto.

6. It is further understood and agreed that Assignee shall not re-assign this assignment or said Mining Permit as to said premises or any portion thereof nor sub-lease or underlet said premises or any portion thereof, and shall not enter into any working agreement with any person, firm, or corporation, covering this assignment or said Permit or said premises, and that this assignment shall ipso facto become terminated and void in the event any re-assignment hereof or sublease or working agreement affecting said Permit or said premises or any portion thereof is entered into by Assignee with any other person, firm, or corporation.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

7th day of January, 1954.

Paul Huskie (SEAL)

Margaret Huskie (SEAL)
Parties of the First Part

A & B Mining Co (SEAL)

By:

Ike Arnau
President

Parties of the Second Part

STATE OF ARIZONA

COUNTY OF Apache } ss.

This instrument was acknowledged before me this 7th day of January, 1954,

by Paul Huskie and Margaret, his wife, and Ike Arnau as President of the A & B Mining Company, a corporation.

Maurice McLane
Notary Public

My commission expires _____

ASSIGNMENT OF MINERAL RIGHTS

This agreement made and entered into by and between Fred Buskirk and Margaret Buskirk, his wife of Cameron, Arizona, hereinafter sometimes called "assignor," parties of the first part and the A. B. Mining Company, a corporation organized under the laws of the State of Arizona, whose main office is located at Cameron, Arizona, hereinafter sometimes called the "assignee," party of the second part.

WITNESSETH

That, the said Fred Buskirk, a Navajo Indian, is the approved holder of

RECOMMENDED FOR APPROVAL 1-7-54 bearing date the 18th day of February, 1954, whereby that those certain mining claims known

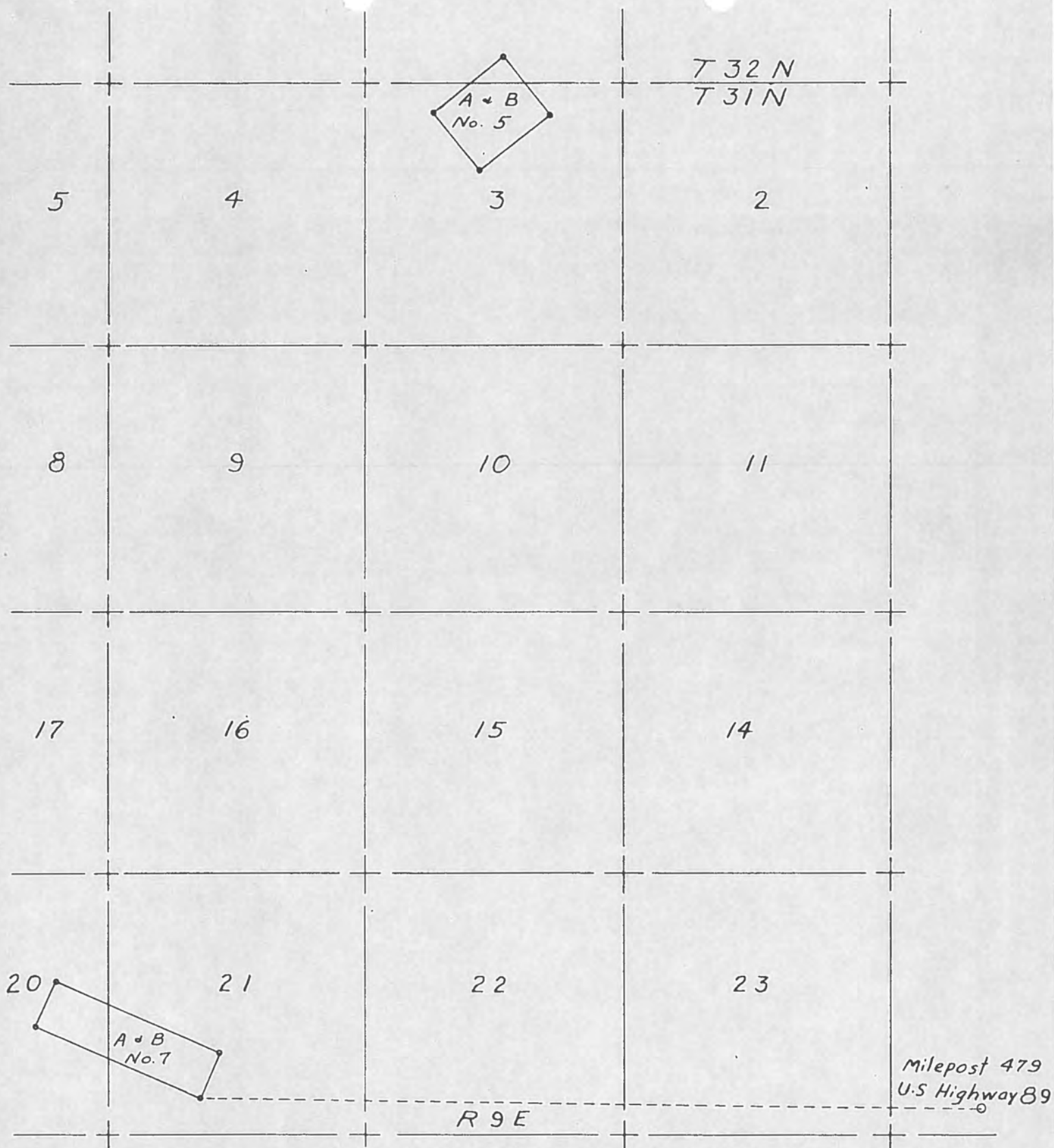
as Sam Ahkiah,
Chairman, Navajo Tribal Council
Navajo Tribal Council
No. 1 in the Navajo Reservation and in the County of Coconino, State of Arizona.

And, WHEREFORE, for and in consideration of the sum of \$100.00 (one hundred and 00/100) dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept and performed by the party of the second part, the said Fred Buskirk and Margaret Buskirk, his wife, their heirs, assigns, and their heirs and assigns and to their heirs and assigns, all of the assignor's right, title, interest and claim in and to the aforesaid mining claims and any mineral thereunder, and any lease which may be granted, based upon said patent, in and to the following described mineral property, to-wit:

APPROVED: FEB 16 1954
Late
Lee C. Simpson
Area Director

Location Number 1 - S. 1/4, Sec. 16, T. 1 N., R. 1 E., Coconino Co., Arizona, more or less bounded by 1 located 1/2^{mi} to Cameron, Arizona, 1/2^{mi} to the northeast and 1/2^{mi} to the south of Cameron, Arizona, 1/2^{mi} to the west of Cameron, Arizona, and 1/2^{mi} to the east of Cameron, Arizona. Monument number 1, northeast corner, 1500 feet from number 1. Monument No. 2, northeast corner, 1500 feet from No. 1. Monument No. 3, northeast corner, 1500 feet from No. 2. Monument No. 4, northeast corner, 1500 feet from No. 1.

Location Number 2, S. 1/4, Sec. 16, T. 1 N., R. 1 E., Coconino Co., Arizona, more or less bounded by 1 located 1/2^{mi} to Cameron, Arizona, 1/2^{mi} to the northeast and 1/2^{mi} to the south of Cameron, Arizona, 1/2^{mi} to the west of Cameron, Arizona, and 1/2^{mi} to the east of Cameron, Arizona. Monument No. 1, northeast corner, 1500 feet from number 1. Monument No. 2, northeast corner, 1500 feet from No. 1. Monument No. 3, northeast corner, 1500 feet from No. 2. Monument No. 4, northeast corner, 1500 feet from No. 1.



*A and B No. 5 and No. 7.
Coconino County, Ariz.
SCALE: 2"=1 MILE G.C.R.*

May 12, 1954

A & B Mining Corporation
General Delivery
Cameron, Arizona

APPLICATIONS FOR CERTIFICATION - A & B #5 AND
A & B #7

Gentlemen:

A & B #5, Little Colorado District, Coconino County,
Arizona
A & B #7, Little Colorado District, Coconino County,
Arizona

Letter # 434 Records of the
~~Date Received~~ Department of Energy
~~Date Due~~ Certification Bonus Case File 1950-60
Assigned to KRC-434-99-207
(434-95-0100)
Bx. 63 file HC-477